

MR01

Particulars of a charge

300715/23



Companies House

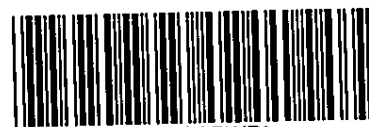


Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with this form
Please see 'How to pay' on the back

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☐ **What this form is NOT for**
You may not use this form to
register a charge where there is
no instrument Use form MR08



A14 22/12/2016 #474
COMPANIES HOUSE

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery



You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. **Do not send the original!**

1 Company details

Company number 09347088

Company name in full SMASH UK TRADING LIMITED

For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 13/12/2016

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name MOUNTAIN BERG LIMITED

Name

Name

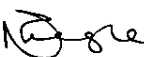
Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4	Brief description Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space
Brief description	Intellectual Property (whether registered or unregistered) as defined in the enclosed Security Deed	
5	Other charge or fixed security Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	Negative Pledge Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ^① You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06)
9	Signature Please sign the form here Signature X  X This form must be signed by a person with an interest in the charge	

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Bridget Winstone-Kight**

Company name **10SJP Limited**

Address **10 St James's Place**

Post town **London**

County/Region

Postcode **S W 1 A 1 N P**

Country **UK**

DX

Telephone **02074341559**



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9347088

Charge code: 0934 7088 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th December 2016 and created by ISMASH UK TRADING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd December 2016

Given at Companies House, Cardiff on 30th December 2016



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED 13 DECEMBER 2016

iSMASH GROUP LIMITED

iSMASH UK TRADING LIMITED

- and -

MOUNTAIN BERG LIMITED


SECURITY DEED

**PAUL
HASTINGS**

Paul Hastings (Europe) LLP
Ten Bishops Square, Eighth Floor
London, E1 6EG

Tel +44 20 3023 5100
Fax +44 20 3023 5109
Ref GMRH/95664 00002

I hereby certify that this is a true and correct
copy of the original dated this 19 day of

Signed  December 2016
Bridget Mary Kight

Bridget Kight
Solicitor (England and Wales, 564493)
Barrister and Solicitor (New Zealand)
Civil Law Notary Public

THIS DEED was made on 13 December 2016

BETWEEN:

- 1 **iSMASH UK TRADING LIMITED**, a private limited company incorporated and registered in England and Wales with company number 09347088 whose registered office is at 111 Power Road, The Lightbox, Unit G28, Chiswick, London, England, W4 5PY (the "**Chargor**"),
- 2 **iSMASH GROUP LIMITED**, a BVI business company incorporated and registered in British Virgin Islands with company number 1849361 whose registered office is at Geneva Place, Waterfront Drive, P O Box 3469, Road Town, Tortola, British Virgin Islands (the "**Borrower**"), and
- 3 **MOUNTAIN BERG LIMITED** incorporated and registered in England and Wales with company number 07851252 whose registered office is at 10 St James's Place, London, England, SW1A 1NP (the "**Lender**")

RECITALS:

- (A) Pursuant to a loan note instrument dated 13 December 2016 (the "**Loan Note Instrument**"), the Borrower has created up to a maximum nominal amount of £5,000,000 of 4% variable rate secured loan notes 2021
- (B) The Lender has agreed, pursuant to a subscription letter dated December 2016, to subscribe for £5,000,000 notes (in multiple tranches) constituted under the Loan Note Instrument (the "**Notes**") with such Notes to be secured against the Intellectual Property, stock and inventory of the Chargor under the terms of this Deed
- (C) Under this Deed, the Chargor provides security to the Lender for the Notes constituted under the Loan Note Instrument

IT IS AGREED as follows

1 **INTERPRETATION**

1.1 Definitions

In this Deed

"**Act**" means the Law of Property Act 1925,

"**Intellectual Property**" means the Group's patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade-marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software,

database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world,

"Party" means a party to this Deed,

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Borrower under the Loan Note Instrument,

"Security Assets" means all assets of the Chargor the subject of any security created by this Deed, and

"Security Period" means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been paid and discharged in full

1 2 Construction

- (a) Capitalised terms defined in the Loan Note Instrument have, unless expressly defined in this Deed, the same meaning in this Deed
- (b) The provisions of clauses 11, 12, and 13 of the Loan Note Instrument apply to this Deed as though they were set out in full in this Deed except that references to the Loan Note Instrument are to be construed as references to this Deed
- (c) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset

2 COVENANT TO PAY

The Borrower hereby covenants with the Lender to pay the Secured Liabilities in accordance with the Loan Note Instrument

3 CREATION OF SECURITY

3 1 General

- (a) All the security created under this Deed
 - (i) is created in favour of the Lender,
 - (ii) is created over present and future assets of the Chargor, and
 - (iii) is security for the payment and satisfaction of all the Secured Liabilities

3 2 Floating charge

- (a) The Chargor charges by way of a first floating charge all Intellectual Property stock and inventory owned by the Chargor
- (b) Except as provided below, the Lender may by notice to the Chargor convert the floating charge created by this subclause into a fixed charge as regards any of the Chargor's assets specified in that notice, if an Event of Default is outstanding
- (c) The floating charge created by this subclause may not be converted into a fixed charge solely by reason of
 - (i) the obtaining of a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium, under the Insolvency Act 2000
- (d) The floating charge created by this subclause is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

4 RESTRICTIONS ON DEALINGS

4 1 Security

Except in the ordinary course of business, the Chargor must not create or permit to subsist any security interest on any Security Asset (except for this Deed)

4 2 Disposals

The Chargor must not sell, transfer, licence, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under this Deed

5 WHEN SECURITY BECOMES ENFORCEABLE

- 5 1 The security constituted by this Deed shall become immediately enforceable if an Event of Default occurs
- 5 2 After the security constituted by this Deed has become enforceable, the Lender may in its absolute discretion and without notice to the Chargor enforce all or any part of the security in any manner it sees fit

6 ENFORCEMENT OF SECURITY

6 1 General

- (a) The statutory power of sale and the other statutory powers conferred on mortgagees by Section 101 of the Act as varied and extended by this Deed will

be immediately exercisable at any time after the security constituted by this Deed has become enforceable

- (b) Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) do not apply to the security constituted by this Deed
- (c) The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender to lease, make agreements for leases, accept surrenders of leases and grant options as the Lender may think fit and without the need to comply with any provision of section 99 or 100 of the Act.
- (d) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed

6 2 No liability as mortgagee in possession

Neither the Lender nor any administrator will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable except to the extent caused by its or his own gross negligence or wilful misconduct

6 3 Privileges

The Lender is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that Section 103 of the Act does not apply

6 4 Protection of third parties

No person (including a purchaser) dealing with the Lender or an administrator or its or his agents will be concerned to enquire

- (a) whether the Secured Liabilities have become payable, or
- (b) whether any power which the Lender or administrator is purporting to exercise has become exercisable, or
- (c) whether any money remains due under the Loan Note Instrument, or
- (d) how any money paid to the Lender or administrator is to be applied

6 5 Statutory powers

The powers conferred by this Deed on the Lender are in addition to and not in substitution for the powers conferred on mortgagees and mortgagees in possession under the Act, the Insolvency Act 1986 or otherwise by law and in the case of any conflict

between the powers contained in any such Act and those conferred by this Deed, the terms of this Deed will prevail

7 APPLICATION OF PROCEEDS

Any moneys received by the Lender after the security constituted by this Deed has become enforceable

- (a) in or towards payment of or provision for all costs and expenses incurred by the Lender under or in connection with this Deed,
- (b) in or towards payment of or provision for the Secured Liabilities, and
- (c) in payment of the surplus (if any) to the Chargor or other person entitled to it

This Clause is subject to the payment of any claims having priority over the security constituted by this Deed. This Clause does not prejudice the right of the Lender to recover any shortfall from the Chargor

8 DELEGATION

The Lender may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed. Any such delegation may be made upon the terms (including power to sub-delegate) which the Lender may think fit. The Lender will not be in any way liable or responsible to a Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate

9 EXPENSES AND INDEMNITY

9.1 The Chargor must

- (a) immediately on demand pay all costs and expenses (including legal fees) reasonably incurred in connection with this Deed by the Lender, attorney, manager, or other person appointed by the Lender under this Deed including any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise, and
- (b) keep each of them indemnified against any failure or delay in paying those costs or expenses

10 FURTHER ASSURANCES

10.1 The Chargor must, at its own expense, take whatever action the Lender may require for

- 10.2** creating, perfecting or protecting any security intended to be created by this Deed, or

- 10 3 facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Lender or any of its delegates or sub-delegates in respect of any Security Asset

11 POWER OF ATTORNEY

The Chargor by way of security irrevocably and severally appoints the Lender and any of their respective delegates or sub-delegates to be its attorney and in its name and on its behalf to take any action which the Chargor is obliged to take under this Deed. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause.

12 RELEASE

At the end of the Security Period, the Lender must, at the request and cost of the Chargor, take whatever action is necessary to release the Security Assets from this Security

13 MISCELLANEOUS

- 13 1 This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed

- 13 2 If any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way

14 GOVERNING LAW


This Deed and any disputes arising out of or in connection with it or its subject matter or formation (including non-contractual disputes) shall be governed by and construed in accordance with English law

This Deed has been entered into as a deed on the date stated at the beginning of this Deed

SIGNATORIES TO THE SECURITY DEED

The Borrower

EXECUTED as a DEED)
by ISMASH GROUP LIMITED,)
acting by Julian Shovlin,)
in the presence of)


(Director)

Name HERMOTOPURKOR

Signature HERMOTOPURKOR

Address 9.7.5 111 Power Road,


Chiswick,

London

Occupation Controller

The Chargor

EXECUTED as a DEED)
by ISMASH UK TRADING)
LIMITED, acting by Julian Shovlin,)
in the presence of)


(Director)

Name CHARUJAN CHAZ

Signature CHAZ

Address ISMASH Ltd, 428, The Lightbox,


111 Power Rd, Chiswick, London

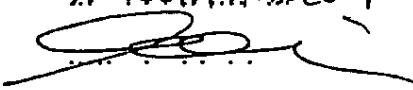
W4 5PY

Occupation: Purchasing Manager

The Lender

EXECUTED as a **DEED**)
by **MOUNTAIN BERG LIMITED,**)
acting by N Terrell,)
in the presence of:)


(Authorised Signatory)

Name AMELIA HADLEY
Signature 
Address. 44a GRACEFIELD
GARDENS STREATHAM
HILL LONDON SW16 2ST
Occupation. PARALEGAL.